

Sample Telecommuting Agreement

The following document represents the agreement for the telecommuting arrangement between _____ (Employing Office) and _____ (Employee). This document is not an employment contract and does not alter the "at will" employment status of the employee. This Telecommuting Agreement incorporates by reference the duties and responsibilities of both the Employing Office and the Employee described in the Telecommuting Policy.

Voluntary Participation

Employee voluntarily agrees to work at the approved alternative worksite indicated below and to follow all applicable policies and procedures. Employee recognizes that the telecommuting arrangement is not an employee benefit.

Official Duty Station

The Employee's official duty station is the employer's office located at _____. The Employee's alternative work site is _____.

Work Schedule and Tour of Duty

Employing Office and Employee agree that the Employee's official hours will be: _____.

Employee understands that the Employing Office has the discretion to determine or change the telecommuting schedule.

Cancellation of Agreement

Employee understands that the Employing Office may cancel the telecommuting arrangement and instruct the employee to resume working at the central work site. Subject to its needs and availability of space, the Employing Office agrees to let the employee resume his or her regular schedule at the central work site after notice to the Employing Office. In the event that the employment relationship is terminated, all items that are the property of the Employing Office/House of Representatives will be returned at the convenience of the employing office.

Office Equipment

The Employing Office and/or the House of Representatives may pursue recovery from the Employee for property belonging to the Employing Office that is deliberately, or through negligence, damaged, destroyed, lost or stolen while in the employee's care, custody, or control. The Employee is responsible for reimbursement for theft, damage or destruction of Employing Office property at the alternative work site. Repair and/or replacement costs and liability for

privately owned equipment and furniture used during telecommuting are the responsibility of the Employee.

Special Provisions

As discussed in the Telecommuting Policy, there are some provisions to the agreement that are unique to the individual employee. These provisions are as follows:

[list any unique provisions of individual agreement here, i.e. hours,

employing office information, designated telecommuting days]

Trial Period

The continuation of the telecommunicating arrangement is subject to a _____ week/month trial period. This trial period will commence on _____ and will end on _____. This trial period does not alter the Employing Office's ability to terminate the telecommuting arrangement or employment relationship at any time with or without cause, so long as such action does not violate applicable law or House Rules.

Reimbursement Costs

The following is an exclusive list of costs reimbursable to the employee:

[list of specific reimbursement costs]

Other Action

Nothing in this agreement precludes the Employing Office from taking any appropriate disciplinary or adverse action against an employee who fails to comply with the provisions of the Telecommuting Policy or any policies and procedures adopted by the Employing Office and/or the House of Representatives.

Telecommuting Implementation Checklist

Action Completed

Date

Employee/Employer Initials

1. Employee has read guidelines stating the policies and procedures of the program.

2. Employee has been provided with the work schedule.

3. Employee has been issued equipment.

4. Equipment issued has been inspected.

Condition range: poor, good, excellent, new:

1. ___ computer (condition: _____)

2. ___ modem (condition: _____)

3. ___ fax machine (condition: _____)

4. ___ telephone (condition: _____)

5. ___ other (describe on separate attachment)

Action Completed

Date

Employee/Employer Initials

5. Policies and procedures for care of equipment issued by the Employing Office have been explained and are clearly understood.

6. Policies and procedures covering classified secure, confidential and/or private information have been discussed, and the employee certifies that those requirements are met.

7. Requirements for an adequate and safe office space and/or area have been discussed, and the employee certifies those requirements are met.

8. Employee understand that he or she is required to comply with all Rules of the House of Representatives, as well as any and all applicable laws, regulations and guidelines, including those of the Committee on Standards of Official Conduct.

Action Completed

Date

Employee/Employer Initials

9. Performance expectations have been discussed and are clearly understood.

10. Employee understands that the Employing Office may terminate employee participation at any time.

11. Employee understands that failure to comply with the telecommuting guidelines may subject him/her to disciplinary action up to and including termination.

The Employee agrees that he/she has read and understands the Telecommuting Policy and this Agreement and agrees to abide by the provisions therein.

Employee's Signature _____ Date: _____

Employing authority's Signature _____ Date: _____

Approved [] Disapproved []

